

<b>TO: Mail Stop 8</b> <b>Director of the U.S. Patent &amp; Trademark Office</b> <b>P.O. Box 1450</b> <b>Alexandria, VA 22313-1450</b>	<b>SOLICITOR</b> <b>AUG 22 2007</b> <b>U.S. PATENT &amp; TRADEMARK OFFICE</b>	<b>REPORT ON THE</b> <b>FILING OR DETERMINATION OF AN</b> <b>ACTION REGARDING A PATENT OR</b> <b>TRADEMARK</b>
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In Compliance with 35 § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been  
 filed in the U.S. District Court \_\_\_\_\_ on the following ☐ Patents or ☐ Trademarks:

DOCKET NO. CV 04-01486 CW	DATE FILED 4/15/04	U.S. DISTRICT COURT Northern District of California, Oakland Division
PLAINTIFF Telemac Corporation		DEFENDANT Phonetec LP
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1 5,577,100		***see attached complaint
2 6,198,915 <sup>81</sup>		
3		
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5		

In the above—entitled case, the following patent(s) have been included:

DATE INCLUDED	INCLUDED BY	
	<input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading	
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
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In the above—entitled case, the following decision has been rendered or judgement issued:

<b>DECISION/JUDGEMENT</b>  <b>See attached consent judgment and permanent injunction e-filed on 8/16/07</b>
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CLERK Richard W. Wieking	(BY) DEPUTY CLERK Clara Pierce	DATE August 17, 2007
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Copy 1—Upon initiation of action, mail this copy to Commissioner    Copy 3—Upon termination of action, mail this copy to Commissioner  
 Copy 2—Upon filing document adding patent(s), mail this copy to Commissioner    Copy 4—Case file copy

CASE, KNOWLSON, JORDAN & WRIGHT LLP  
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TELEMAC CORPORATION

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

TELEMAC CORPORATION, a Delaware  
corporation,

Plaintiff,

v.

PHONETEC LP, a Texas Limited Partnership;  
PHONETEC PCS, LLC, a Texas Limited  
Liability Company; and DOES 1 through 20,  
inclusive,

Defendants.

Case No. C 04 1486 CW

**CONSENT JUDGMENT AND  
PERMANENT INJUNCTION**

On April 15, 2004, Plaintiff Telemac Corporation ("Telemac") filed a Complaint in this action for patent infringement and imposition of successor liability. In its Complaint, Telemac alleged infringement of its U.S. Patent Nos. 5,577,100 ("100 patent") and 6,198,915 B1 ("915 patent") based upon use by Phonetec LP and Phonetec PCS, LLC (collectively "Phonetec defendants") of prepaid wireless software obtained from US/Intelicom, Inc. ("USI"), Pre-Cell Solutions, Inc. and/or Prepaid

1 Solutions, Inc. Midland Phonetec, LLC is a company related to and commonly owned with Phonetec  
2 LP and Phonetec PCS, LLC and has agreed to be bound by this Consent Judgment and Permanent  
3 Injunction. Phonetec LP, Phonetec PCS, LLC and Midland Phonetec, LLC are hereafter collectively  
4 referred to as "Phonetec" or the "Phonetec Entities." On March 4, 2002, Final Judgment And  
5 Permanent Injunction was entered by this Court against USI for infringement of claims 7, 10 and 11 of  
6 Telemac's '100 patent. On June 12, 2003, Default Judgment And Permanent Injunction was entered  
7 against USI, Pre-Cell Solutions, Inc. and Prepaid Solutions, Inc. for infringement of Telemac's '915  
8 patent. Phonetec denies Telemac's claims for patent infringement and imposition of successor  
9 liability. Telemac and Phonetec have now settled their disputes and, as part of such settlement, move  
10 for entry of this consent judgment and permanent injunction against the Phonetec defendants. With  
11 good cause appearing:

12 1. This Court has jurisdiction over the subject matter and the parties to this action.

13 2. While the Phonetec Entities do not admit the allegations made by Plaintiff  
14 Telemac in its Complaint, the Phonetec Entities nonetheless, in compromise of the parties' respective  
15 claims and defenses, agree to have this judgment entered against them, agree to be forever estopped  
16 from challenging the validity of this Consent Judgment and Permanent Injunction and, for the sole  
17 purpose of any proceeding to enforce this Consent Judgment and Permanent Injunction, voluntarily  
18 waive any defenses that were or could have been asserted by them in this action in response to  
19 Telemac's Complaint.

20 3. The Phonetec Entities have not proven any claim of Telemac's '915 patent or  
21 any of claims 7, 10 and 11 of Telemac's '100 patent to be invalid or unenforceable. As such, the  
22 Phonetec Entities acknowledge that claims 1-46 of Telemac's '915 patent and claims 7, 10 and 11 of  
23 Telemac's '100 patent are valid and enforceable, unless a court or the U.S. Patent & Trademark Office  
24 invalidate or deem unenforceable said claims of the '915 patent and/or the '100 Patent in proceedings  
25 not involving the Phonetec Entities.

26 4. The Phonetec Entities and their officers, directors, managers, agents, servants,  
27 employees and attorneys and all persons in active concert or participation with them who receive  
28 actual notice of this Order by personal service or otherwise are permanently enjoined and restrained

1 from:

2 (a) infringing any claim of Telemac's '915 patent;

3 (b) infringing claims 7, 10 and 11 of Telemac's '100 patent;

4 (c) operating an infringing debit telephone system using any USI software, including  
5 USI software or systems described by such trade names as "EZ-Prepaid", "US/Intelicom-150", "The  
6 US/I Prepaid Application", "US/Inteligent", the "US/Intelicom Solution", "USIntelitalk" or "The  
7 Intelligent Prepaid Solution" and any software obtained from USI or USI's former Chief Technology  
8 Officer, Mr. Jonathan K. O'Neal, such as the "modified" version of USI's infringing source code  
9 created by Mr. Jonathan K. O'Neal during February, 2002;

10 (d) using infringing USI debit telephone software to program a mobile telephone unit;

11 (e) transferring any of USI's infringing debit telephone software or any interest therein,  
12 including legal title to such software, to any party who has not been expressly exempted from this  
13 injunction in a written license or other written agreement with Telemac; and,

14 (f) knowingly aiding or abetting any other party to operate an infringing debit  
15 telephone system using USI software.

16 5. The Phonetec Entities and their officers, directors, managers, directors and  
17 attorneys are further ordered within 45 days after entry of this Consent Judgment and Permanent  
18 Injunction to destroy all digital and hard copies of any software, source code, specifications, diagrams  
19 and patent applications in their possession, custody or control which were obtained from USI or USI's  
20 former Chief Technology Officer, Mr. Jonathan K. O'Neal, including the "modified" version of USI's  
21 infringing source code created by Mr. Jonathan K. O'Neal during February, 2002 and any copies  
22 thereof. However, this paragraph is not an admission or representation by Phonetec that it has in its  
23 possession, custody, or control any software or source code obtained from USI or Jonathan O'Neal.

24 6. Each party shall bear its own attorneys fees and expenses in connection with  
25 this action. Except as provided in this Consent Judgment and Permanent Injunction and in the parties'  
26 Settlement Agreement, no damages or other relief will be imposed against any of the parties to this  
27 action in connection with the asserted claims.

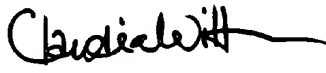
28 7. The Court will retain jurisdiction over this action and the parties to the extent

1 necessary to enforce this Consent Judgment and Permanent Injunction as well as the parties'  
2 corresponding confidential Settlement Agreement and Mutual Release.

3 IT IS SO ORDERED.

4  
5 8/16/07

6 Dated: \_\_\_\_\_

  
\_\_\_\_\_  
CLAUDIA WILKEN  
United States District Judge

8 IT IS AGREED by and between the respective parties to this action that this Consent  
9 Judgment and Permanent Injunction may be entered as a final determination between the respective  
10 parties to this action.

11  
12 PLAINTIFF TELEMAC CORPORATION

13 TOWNSEND AND TOWNSEND AND CREW LLP

14  
15 Dated: August 14, 2007

By: /s/ Guy W. Chambers  
Guy W. Chambers  
Attorneys for Plaintiff Telemac Corporation

17 DEFENDANTS PHONETEC LP AND PHONETEC PCS, LLC

18 BELL NUNNALLY & MARTIN LLP

19  
20 Dated: August 14, 2007

By: /s/ Tammy S. Wood  
Tammy S. Wood  
Attorneys for Defendants Phonetec LP and Phonetec PCS, LLC

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